

**APPENDIX
PERFORMANCE MEASUREMENTS
AND REMEDY PLAN**

ILLINOIS/INDIANA/OHIO/WISCONSIN

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. REMEDY PLAN.....	4
3. INDIANA, ILLINOIS, OHIO AND WISCONSIN PERFORMANCE MEASUREMENTS	7
4. PROCEDURAL SAFEGUARDS AND EXCLUSIONS	15
5. xDSL	16

APPENDIX PERFORMANCE MEASUREMENTS AND REMEDY PLAN

ILLINOIS/INDIANA/OHIO/WISCONSIN

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to AM-IL's, AM-IN's, AM-OH's or AM-WI's (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company (AM-IL), Indiana Bell Telephone Company Incorporated (AM-IN), Michigan Bell Telephone Company, Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company (AM-OH), The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (AM-WI).
- 1.3 As used herein, AM-IL means the above listed ILEC doing business in Illinois.
- 1.4 As used herein, AM-IN means the above listed ILEC doing business in Indiana.
- 1.5 As used herein, AM-OH means the above listed ILEC doing business in Ohio.
- 1.6 As used herein, AM-WI means the above listed ILEC doing business in Wisconsin.
- 1.7 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.
- 1.8 As used herein, Collaborative Process shall mean the performance measurement collaborative process established in the Ameritech region pursuant to procedures established by the respective state regulatory commissions.

- 1.9 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that AM-IL/AM-IN/AM-OH/AM-WI is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant federal or state statutes, FCC and state commission decisions/regulations, tariffs, and the Interconnection Agreement to which this Appendix is attached.
- 1.10 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

2. REMEDY PLAN

- 2.1 Except as otherwise provided herein, the service performance measures ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties. In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures, the commission-ordered liquidated damages/remedies shall be incorporated into this Agreement and effective as of the date of the order unless otherwise mutually agreed by the parties. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules.
- 2.1.1 The remedy plan approved by the Wisconsin Public Service Commission ("WPSC") in Docket Number 6720-TI-160 on September 25, 2001 shall be incorporated into this Agreement by reference, regardless of whether the WPSC order is subject to appeal. Any subsequent WPSC orders modifying the remedy plan shall be self-executing and incorporated into this agreement as of the effective date of the WPSC order modifying the plan. The remedy plan and payments due thereunder, as may be modified by subsequent commission orders, shall remain in effect in perpetuity after termination of this interconnection agreement until such time as a new

remedy plan approved the WPSC is implemented in a subsequent interconnection agreement.

- 2.1.2 The remedy plan approved by the Illinois Commerce Commission (“ICC”) in Docket No. 01-0120 shall be incorporated into this agreement by reference and effective as of the date the ICC order, irrespective of whether subsequent tariffs, if any, are filed by AM-IL incorporating the remedy plan, a separate interconnection agreement has been entered into, or whether the ICC order is subject to appeal. Any subsequent orders modifying the remedy plan shall be self-executing and incorporated into this agreement as of the effective date of the ICC order. The remedy plan and payments due thereunder, as may be modified by subsequent commission orders, shall remain in effect in perpetuity after termination of this interconnection agreement until such time as a new remedy plan approved the ICC is implemented in a subsequent interconnection agreement.
- 2.1.3 The remedy plan approved by the Indiana Utility Regulatory Commission (“IURC”) in Cause Number 41657 shall be incorporated into this agreement by reference and effective as of the date the IURC order, irrespective of whether subsequent tariffs, if any, are filed by AM-IN incorporating the remedy plan, a separate interconnection agreement has been entered into, or whether the IURC order is subject to appeal. Any subsequent orders modifying the remedy plan shall be self-executing and incorporated into this agreement as of the effective date of the IURC order. The remedy plan and payments due thereunder, as may be modified by subsequent commission orders, shall remain in effect in perpetuity after termination of this interconnection agreement until such time as a new remedy plan approved the IURC is implemented in a subsequent interconnection agreement.
- 2.1.4 The remedy plan approved by the Public Utilities Commission of Ohio (“PUCO”) in Case No. 00-942-TP-COI shall be incorporated into this agreement by reference and effective as of the date the PUCO order, irrespective of whether subsequent tariffs, if any, are filed by AM-OH incorporating the remedy plan, a separate interconnection agreement has been entered into, or whether the PUCO order is subject to appeal. Any subsequent orders modifying the remedy plan shall be self-executing and incorporated into this agreement as of the effective date of the PUCO order. The remedy plan and payments due thereunder, as may be modified by subsequent commission orders, shall remain in effect in perpetuity after

termination of this interconnection agreement until such time as a new remedy plan approved the PUCO is implemented in a subsequent interconnection agreement.

- 2.2 The parties agree that performance measurements and Business Rules may be revised through the six-month review collaborative process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties mutually agree that prior performance measures and Business Rules shall continue in effect.. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.
- 2.3 In addition to the exclusions described in the performance measure and remedy plans developed within the Collaborative Process, AM-IL/AM-IN/AM-OH/AM-WI shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 2.4 Any payment by AM-IL/AM-IN/AM-OH/AM-WI pursuant to the remedy plan may be by either direct payment (such as a check) or by bill credit, at CLEC's option.
- 2.5 The compensation provided for in the approved remedy plan shall not be the sole remedy available to CLEC for compensation for inadequate wholesale service by the ILEC. If permitted by state or federal law, CLEC shall also be entitled to any other legal or equitable relief, including but not limited to, compensation under wholesale quality of service regulations adopted by a state regulatory agency.

- 2.6 The Remedy Plan incorporated into this agreement for each state will survive and continue until a subsequent interconnection agreement containing performance measures, remedy plan and business rules becomes effective.

3. ILLINOIS, INDIANA, OHIO AND WISCONSIN PERFORMANCE MEASUREMENTS

- 3.1 The performance measurements listed in Table 3.1 below apply to AM-IL, AM-IN, AM-OH and AM-WI.

Table 3.1

1.1. Measurement:
Average Response Time for Manual Loop Make-Up Information
1.2 Measurement:
Accuracy of Actual Loop Makeup Information Provided for DSL Orders
2. Measurement
Percent Responses Received within “X” seconds – OSS Interfaces
4. Measurement
OSS Interface Availability
5. Measurement:
Percent Firm Order Confirmations (FOCs) Returned Within “X” Hours
5.2 Measurement:
Percentage of Unsolicited FOCs by Reason Code
6. Measurement:
Average Time To Return FOC
7. Measurement:
Percent Mechanized Completions Returned Within One Hour of Completion in Ordering Systems
7.1 Measurement:
Percent Mechanized Completions Returned Within One Day Of Work Completion
8. Measurement:
Average Time to Return Mechanized Completions
9. Measurement:
Percent Rejects
10. Measurement:
Percent Mechanized Rejects Returned Within One Hour of Receipt of Reject in MOR
10.1 Measurement:
Percent Mechanized Rejects Returned within One Hour of Receipt of Order
10.2 Measurement:

Percent Manual Rejects Received Electronically and Returned Within Five Hours
10.3 Measurement:
Percent Manual Rejects Received Manually and Returned Within Five Hours
10.4 Measurement:
Percentage of Orders Given Jeopardy Notices
11. Measurement:
Mean Time to Return Mechanized Rejects
11.1 Measurement:
Mean Time to Return Manual Rejects that are Received via an Electronic Interface
11.2 Measurement:
Mean Time to Return Manual Rejects that are Received thru the Manual Process
12. Measurement:
Mechanized Provisioning Accuracy
13. Measurement:
Order Process Percent Flow Through
13.1 Measurement:
Total Order Process Percent Flow Through
14. Measurement:
Billing Accuracy
15. Measurement:
Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT
16. Measurement:
Percent of Usage Records Transmitted Correctly
17. Measurement:
Billing Completeness
18. Measurement:
Billing Timeliness (Wholesale Bill)
19. Measurement:
Daily Usage Feed Timeliness
20. Measurement:
Unbillable Usage
21.1 Measurement:
Average Time Placed on Hold at LSC
22. Measurement:
Local Service Center (LSC) Grade Of Service (GOS)
24.1 Measurement:
Average Time Placed on Hold at LOC
25. Measurement:
Local Operations Center (LOC) Grade Of Service (GOS)
27. Measurement:

Mean Installation Interval
28. Measurement:
Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date
29. Measurement:
Percent Ameritech Caused Missed Due Dates
30. Measurement:
Percent Ameritech Missed Due Dates Due To Lack Of Facilities
31. Measurement:
Average Delay Days For Missed Due Dates Due To Lack Of Facilities
32. Measurement:
Average Delay Days For Ameritech Caused Missed Due Dates
33. Measurement:
Percent Ameritech Caused Missed Due Dates > 30 days
35. Measurement:
Percent Trouble Reports Within 30 Days (I-30) of Installation
37. Measurement:
Trouble Report Rate
37.1 Measurement
Trouble Report Rate Net of Installation and Repeat Reports
38. Measurement:
Percent Missed Repair Commitments
39. Measurement:
Receipt To Clear Duration
40. Measurement:
Percent Out Of Service (OOS) < 24 Hours
41. Measurement:
Percent Repeat Reports
42. Measurement:
Percent No Access (Percent of Trouble Reports with No Access)
43. Measurement:
Average Installation Interval
44. Measurement:
Percent Specials Installations Completed Within Customer Requested Due Date
45. Measurement:
Percent Ameritech Caused Missed Due Dates
46. Measurement:
Percent Trouble Reports Within 30 Days (I-30) of Installation
47. Measurement:

Percent Ameritech Missed Due Dates Due To Lack Of Facilities
48. Measurement:
Average Delay Days for Missed Due Dates Due to Lack Of Facilities
49. Measurement:
Average Delay Days For Ameritech Caused Missed Due Dates
50. Measurement:
Percent Ameritech Caused Missed Due Dates > 30 days
52. Measurement:
Mean Time To Restore
53. Measurement:
Percent Repeat Reports
54. Measurement:
Failure Frequency
54.1. Measurement:
Trouble Report Rate net of Installation and repeat Reports
55. Measurement:
Average Installation Interval
55.1. Measurement:
Average Installation Interval – DSL
55.2 Measurement:
Average Installation Interval for Loop With LNP
55.3 Measurement:
Percent xDSL-Capable Loop Orders Requiring the Removal of Load Coils and or Repeaters.
56. Measurement:
Percent Installations Completed Within Customer Requested Due Date
56.1 Measurement
Percent Installations Completed Within the Customer Requested Due Date for Loop With LNP
58. Measurement:
Percent Ameritech Caused Missed Due Dates
59. Measurement:
Percent Trouble Reports Within 30 Days (I-30) of Installation
60. Measurement:
Percent Ameritech Missed Due Dates Due To Lack Of Facilities
61. Measurement:
Average Delay Days for Missed Due Dates Due To Lack Of Facilities
62. Measurement:
Average Delay Days For Ameritech Caused Missed Due Dates
63. Measurement:

Percent Ameritech Caused Missed Due Dates > 30 days
65. Measurement:
Trouble Report Rate
65.1 Measurement
Trouble Report Rate net of installation and repeat reports
66. Measurement:
Percent Missed Repair Commitments
67. Measurement:
Mean Time To Restore
68. Measurement:
Percent Out Of Service (OOS) < "24" Hours
69. Measurement:
Percent Repeat Reports
70. Measurement:
Percentage of Trunk Blockage (Call Blockage)
70.1 Measurement
Trunk Blockage Exclusions
70.2 Measurement:
Percentage of Trunk Blockage (Trunk Groups)
71. Measurement:
Common Transport Trunk Group Blockage
73. Measurement:
Percentage Missed Due Dates – Interconnection Trunks
74. Measurement:
Average Delay Days For Missed Due Dates – Interconnection Trunks
75. Measurement:
Percentage Ameritech Caused Missed Due Dates > 30 Days – Interconnection Trunks
76. Measurement:
Average Trunk Restoration Interval – Interconnection Trunks
77. Measurement:
Average Trunk Restoration Interval for Service Affecting Trunk Groups
78. Measurement:
Average Interconnection Trunk Installation Interval
79. Measurement:
Directory Assistance Grade Of Service
80. Measurement:
Directory Assistance Average Speed Of Answer
81. Measurement:

Operator Services Grade Of Service
82. Measurement:
Operator Services Speed Of Answer
83. Measurement:
Percentage of Calls Abandoned
91. Measurement:
Percentage of LNP Only Due Dates within Industry Guidelines
92. Measurement:
Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9 Hour (T2) Timer
93. Measurement:
Percentage of Customer Accounts Restructured by the LNP Due Date
95. Measurement:
Average Response Time for Non-Mechanized Rejects Returned With Complete and Accurate Codes
96. Measurement:
Percentage Pre-mature Disconnects for LNP Orders
97. Measurement:
Percentage of Time Ameritech Applies the 10-digit Trigger Prior to the LNP Order Due Date
98. Measurement:
Percentage Trouble LNP (I-Reports) in 30 Days of Installation
99. Measurement:
Average Delay Days for Ameritech Missed Due Dates (For Stand-Alone LNP Orders)
100. Measurement:
Average Time of Out of Service for LNP Conversions
101. Measurement:
Percent Out of Service < 60 minutes
102. Measurement:
Average Time To Clear Errors
103. Measurement:
Percent Accuracy for 911 Database Updates (Facility-Based Providers)
104. Measurement:
Average Time Required to Update 911 Database (Facility Based Providers)
104.1 Measurement:
The Average Time It Takes To Unlock the 911 Record
105. Measurement:
Percentage of Requests Processed Within 35 Days
106. Measurement:

Average Days Required to Process a Request
107. Measurement:
Percentage Missed Collocation Due Dates
108. Measurement:
Average Delay Days for Ameritech Missed Due Dates
109. Measurement:
Percent of Requests Processed Within the Established Timelines
110. Measurement:
Percentage of Updates Completed into the DA Database within 72 Hours for Facility Based CLECs
111. Measurement:
Average Update Interval for DA Database for Facility Based CLECs
112. Measurement:
Percentage DA Database Accuracy For Manual Updates
113. Measurement:
Percentage of Electronic Updates that Flow Through the Update Process Without Manual Intervention
114. Measurement:
Percentage of Premature Disconnects (Coordinated Cutovers)
114.1 Measurement:
CHC/FDT LNP with Loop Provisioning Interval
115. Measurement:
Percentage of Ameritech Caused Delayed Coordinated Cutovers
115.1 Measurement:
Percent Provisioning Trouble Reports (PTR)
115.2 Measurement:
Mean Time To Restore – Provisioning Trouble Report (PTR)
117. Measurement:
Percent NXXs Loaded and Tested Prior to the LERG Effective Date
118. Measurement:
Average Delay Days for NXX Loading and Testing
119. Measurement:
Mean Time to Repair
120. Measurement:
Percentage of Requests Processed Within 30 Business Days
121. Measurement:
Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days

3.2 The performance measurements listed in Table 3.2 below apply to **AM-IN** only.

Table 3.2

IN 1. Measurement:
Percent Loop Acceptance Testing (LAT) Completed on or Prior to the Completion Date

3.3 The performance measurements listed in Table 3.3 below apply to **AM-WI** only.

Table 3.3

WI 1 Measurement:
Percent No Access – UNE Loops Provisioning
WI 2 Measurement:
Percent No Access (Percent of Trouble Reports with No Access) – UNE Loops
WI 9. Measurement:
Percent Facility Modification Orders
CLEC WI 1 Measurement:
Average Delay in Original FOCs Due Dates Due to Delay Notices (Issue F)
CLEC WI 4. Measurement:
Accuracy of Processing CLEC Corrections Based on Review of Directory Information (Issue L)
CLEC WI 5. Measurement:
Percentage of protectors not moved after technician visit (Issue O)
CLEC WI 6. Measurement:
FMOD Process: Percent Form A Received Within the Interval Ordered by the Commission.
CLEC WI 7. Measurement:
FMOD Process: Percent Forms B, C, D, and E Received Within 72 Hours of Form A
CLEC WI 8. Measurement:
FMOD Process: Form B Percent Return FOC with New Due ate Within 24 Hours
CLEC WI 9. Measurement:
FMOD Process: Form C Percent Return Quote Within the Interval Ordered by the Commission
CLEC WI 11. Measurement:
FMOD Forms B, C, D, Percentage of Due Dates Met

4. PROCEDURAL SAFEGUARDS AND EXCLUSIONS

- 4.1 SBC agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to CLEC. By incorporating these liquidated damages terms into an interconnection agreement, SBC and CLEC agree that proof of damages from any “non-compliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 4.2 CLEC and SBC will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment.
- 4.3 A comprehensive audit of SBC’s reporting procedures and reportable data will commence within twelve months of the plan being implemented by SBC. Audits will be conducted on at least a biannual basis every twelve months thereafter. The audit will ensure that SBC’s reporting procedures are sound and that the data collection and reporting are timely accurate, and complete. The audit will cover all systems, processes and procedures associated with the production and reporting of performance measurement results. The audit will validate that all systems, methods and procedures for reporting performance measures are consistent with the business rules, method of calculation, reporting structures, disaggregation and measurable standards of the performance measures. The audit process would include conducting interviews with employees around documentation and training especially related to accurate coding of data and not just whether they used or excluded the code in the performance standard being examined.
- 4.4 The cost of these independent audits will be borne by SBC. An independent third party auditor will perform the audit. The relevant state commission, SBC and CLECs having an effective remedy plan would jointly select the third party auditor. The audit process will be open to all parties. Upon completion the annual audit shall be submitted to the relevant state commission and distributed to CLECs.
- 4.5 To the extent that SBC is failing to maintain reliable and reconcilable reporting, consequences will apply until SBC has proven that it has permanently fixed the problem. If the auditor cannot replicate a metric because of missing data elements or poor change control process for metric change implementation a remedy will be imposed.

- 4.6 In addition to comprehensive audits, CLECs have the right to request mini-audits if individual performance measures/ sub measures during the year. When a CLEC has reason to believe the data collected for a measure is flawed or the reporting criteria for the measure is not being adhered to, it has the right to have a mini-audit performed on the specific measure/sub-measure upon written request. Mini-audits will include all systems, processes and procedures associated with the production and reporting of performance measurement results for the measure/sub-measure. The raw data supporting the performance measurement results will be made available to CLECs upon request. Mini-audits will be conducted by a third party auditor, selected by the same method as the annual performance audit. SBC will pay for fifty percent (50%) of the costs of the mini-audits. The other fifty percent (50%) of the costs will be divided among CLEC(s) requesting the mini-audit unless SBC is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, SBC would pay for the entire cost of the third party auditor. Each mini-audit shall be submitted to the CLEC involved and to the relevant state Commission, as a proprietary document. SBC will provide notification to all CLECs of any mini-audit requested at the time the request for the audit is made.
- 4.7 Finally, a state commission on its own motion may audit SBC’s reporting at any time should it have reason to believe that there is a problem in the reporting of existing standards covered by the last annual audit, or new standards put in place since the last audit. The additional audit could be triggered by requests from the CLEC, another governmental entity, or a recommendation of the last auditor for a follow-up audit.

5 xDSL

- 5.1 Service performance measures related to the provision of xDSL services by the ILEC adopted through the collaborative process or ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference. In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures, the commission-ordered liquidated damages/remedies shall be incorporated into this Agreement and effective as of the date of the order.